

GCB 3563
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of SeaTac

This INTER LOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of SeaTac (CITY), individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

- A.** Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM).
- B.** In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C.** As part of the PROGRAM, WSDOT is constructing the SR 509 Completion Project (PROJECT) that extends SR 509 to I-5 near Kent/Des Moines, adds a southern access point near Sea-Tac International Airport, and improves service between industrial districts by allowing general purpose traffic and trucks to bypass I-5, SR 99, and local streets.
- D.** As part of the PROJECT, WSDOT's is constructing the S. 208th Street Connector Improvements Project within the CITY that includes various activities WSDOT will construct and pay for between SR 99 and SR 509, including: sidewalk and roadway widths improvements, and utilities and street lighting improvements,
- E.** In support of this Project, the CITY and the WSDOT met several times to acknowledge their respective construction and maintenance responsibilities that culminated in the development of the scope of work and plans as shown on Exhibit A.
- F.** For its part, the CITY agrees to pay for additional street improvements regarding the certain design criteria for the illumination of WSDOT S. 208th Street Connector Project and have agreed to pay the negotiated cost for these improvements as shown on Exhibit B.
- G.** The CITY and WSDOT further agreed the CITY will pay the costs for this work based on WSDOT's Design Builder (Atkinson) Construction Change Order included in Exhibit B that is part of SR 509, I-5 to 24th Avenue S. New Expressway project as shown on Exhibit B).

NOW, THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A and B, that are incorporated and made a part hereof, the Parties agree as follows:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 This Agreement quantifies the CITY's financial commitment to be applied towards the S. 208th Street Connector Improvements portion of construction of the PROJECT component of the PROGRAM as described in the scope of work and shown on the proposed plans in Exhibit A.
- 1.2 The cost estimate for the improvements detailed in Exhibit A is shown in Exhibit B.
- 1.3 The CITY will maintain new luminaire installations on existing CITY streets and the new CITY streets constructed as part of the Project.

2. Payment

- 2.1 WSDOT will invoice CITY for the S. 208th Street Connector Improvements illumination design improvements in one payment of not to exceed Five Hundred Forty-One Thousand Six Hundred Eighty-Eight and 11/100 Dollars (\$541,688.11) after construction of the improvements and acceptance by the CITY. The CITY will pay the invoice within thirty (30) days of receipt from WSDOT.

3. Contract Administration

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee and the CITY Public Works Director, or his designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Indemnification

To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

5. Venue

- 5.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

6. Contacts and Notices

- 6.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

CITY Project Manager shall be:

Will Appleton, P.E.
Public Works Director
City of SeaTac
4800 S. 188th Street
206.973.4741
Email: wappleton@seatacwa.gov

WSDOT Project Manager shall be:

Andrey Chepel
SR 509 Project Engineer WSDOT
999 Third Avenue, Suite 2300
Seattle, WA 98104
Phone (206) 805-2978
Email: CHEPELA@wsdot.wa.gov

7. Amendment

This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

8. Severability

- 8.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

9. No Third-Party Beneficiaries

- 9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

10. Audits/Records

- 10.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems

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Exhibit A
Scope of Work**

The following modified design criteria shall be used for City streets and sidewalk lighting construction improvements, designed and constructed by WSDOT's Design-Builder as part of SR 509, I-5 to 24th Avenue S. New Expressway contract, for which the City agrees to pay for:

- Local-Commercial classification criteria shall be used.
- City allowed to use maximum uniformity ratio from 4:1 to 6:1 for sidewalks.
- The street lighting uniformity ratio is already specified as 6:1. Minimum Maintained Average Horizontal Illuminance (foot-candle) of 0.9 for intersections, 0.8 for street, 0.5 for sidewalk. Design values should be no higher than 20% above the minimum average values.
- Light pole height is allowed to be increased to 35' instead of 30'.
- Minimum Maintained Average Horizontal Illuminance (footcandles) for intersections is 0.9fc, for street - 0.8fc, for sidewalks - 0.5fc. Design values should be no higher than 20% above the minimum average values.
- Cyclone Domia mini-pendant fixtures (SY series) shall be used for roadway and pedestrian lighting. Fixtures shall be Type 3 medium cut-off distribution with 4k color temperature rating and wattage is allowed to be increased from 40W to 60W.
- Pole/light standard shall be fluted with decorative base (for fixed bases only) and arm, painted black in accordance with the City of SeaTac Interim Special Provisions 6-27.
- Slip base foundation, anchor bolts, and service cabinet shall be in accordance with WSDOT Standard Plans.

necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

11. CITY Signature Authority

11.1 The City of SeaTac Public Works Director was authorized to execute this agreement by Ordinance No. 21-1038 adopted by City of SeaTac Council on the 4th day of December 2021, at a regularly scheduled meeting.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Gwendolyn M. Voepel
By (print):

John H. White
By (print):

Carl Cole
Signature:
City Manager
City of SeaTac

John White
Signature:
John White
Gateway Program Administrator

1/27/2022
Date:

02/09/2022
Date:

APPROVED AS TO FORM:

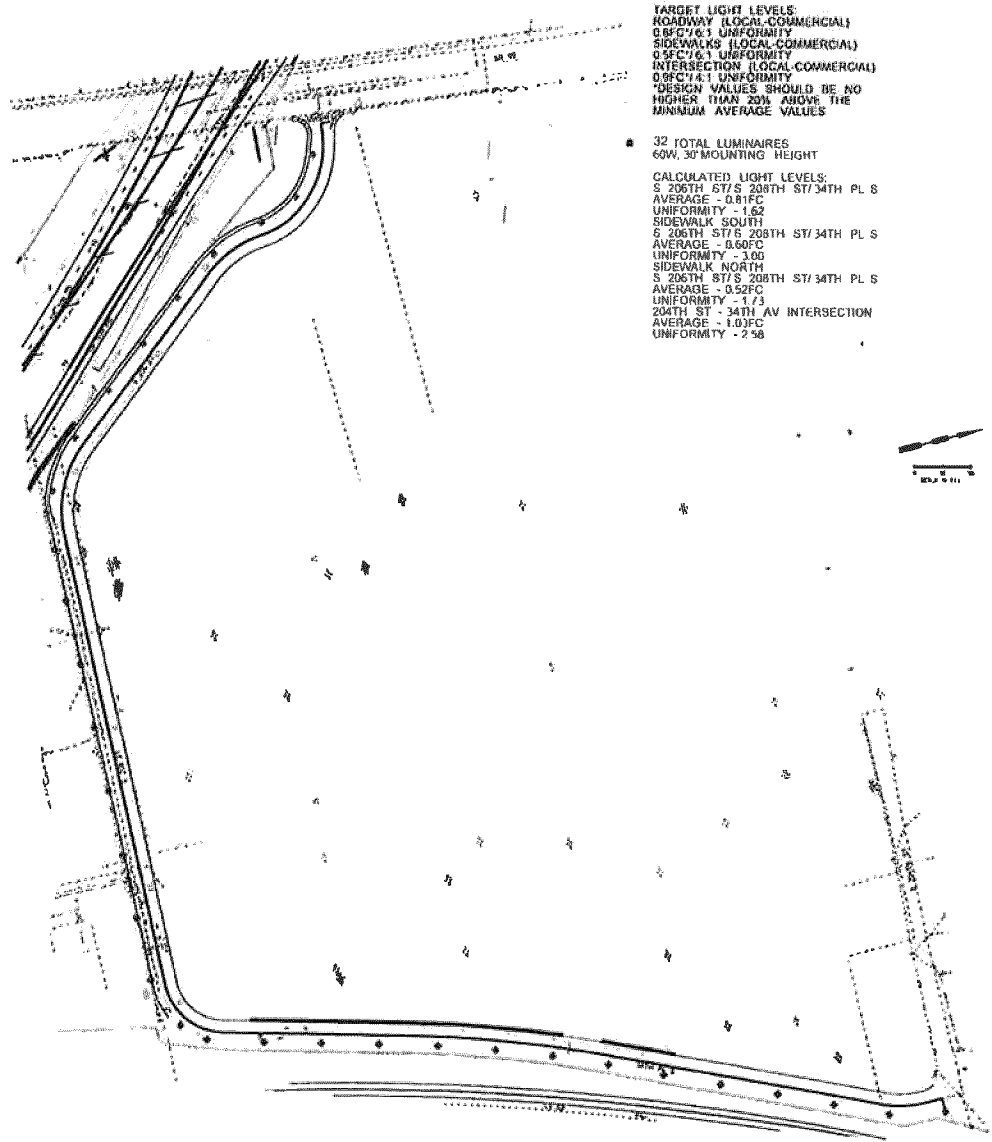
APPROVED AS TO FORM:

Mary Milante Bartolo
By (print):
Mary Milante Bartolo
Signature:
City of SeaTac Attorney

Guy Bowman
By (print):
Guy Bowman
Signature:
Assistant Attorney General

1/19/2022
Date:

2-8-2022
Date:



TARGET LIGHT LEVELS:
 ROADWAY (LOCAL-COMMERCIAL)
 0.8FC/6:1 UNIFORMITY
 SIDEWALKS (LOCAL-COMMERCIAL)
 0.5FC/6:1 UNIFORMITY
 INTERSECTION (LOCAL-COMMERCIAL)
 0.8FC/4:1 UNIFORMITY
 *DESIGN VALUES SHOULD BE NO
 HIGHER THAN 20% ABOVE THE
 MINIMUM AVERAGE VALUES

■ 32 TOTAL LUMINAIRES
 60W, 30' MOUNTING HEIGHT

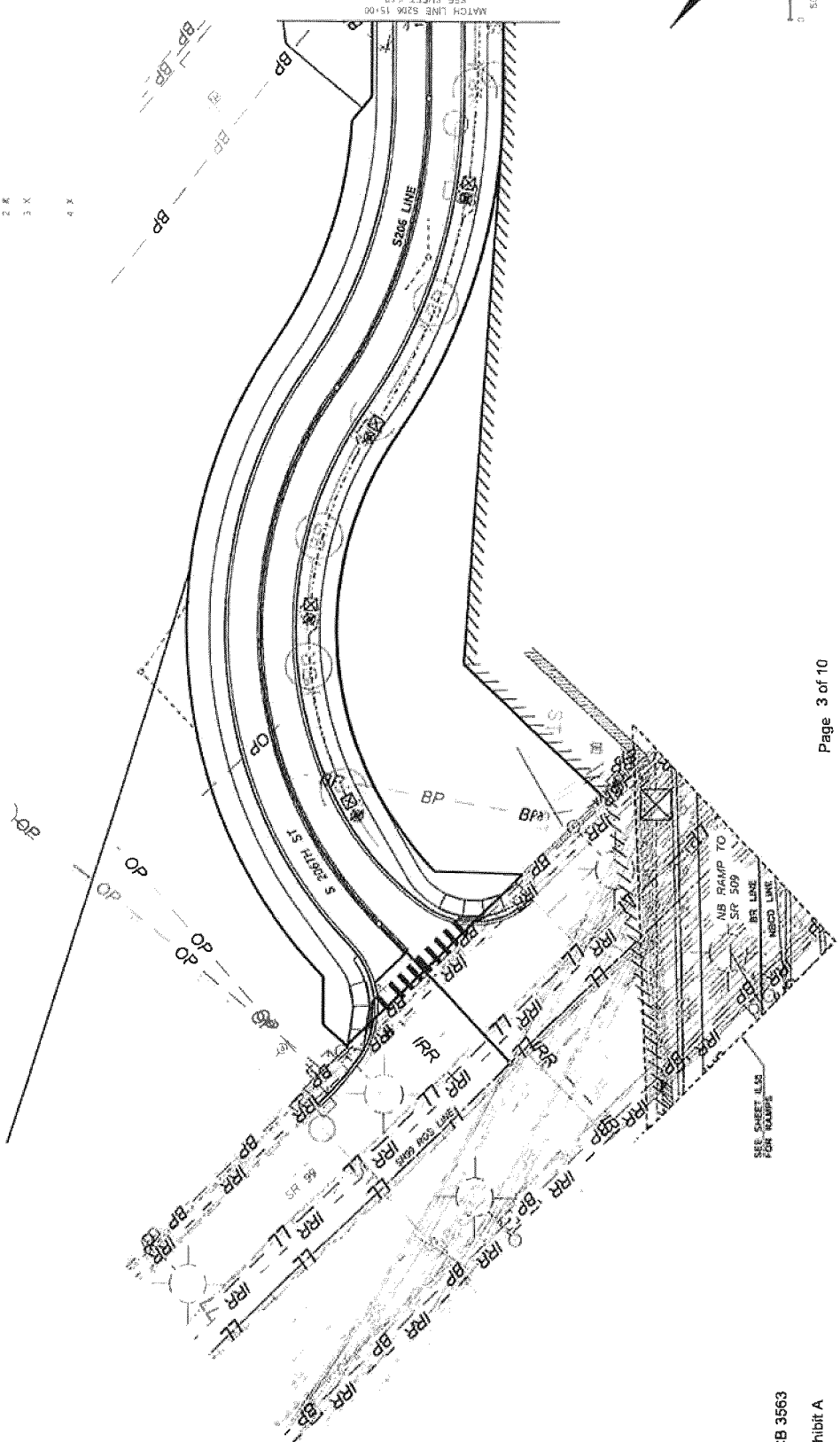
CALCULATED LIGHT LEVELS:
 S 206TH ST/S 208TH ST/34TH PL S
 AVERAGE - 0.81FC
 UNIFORMITY - 1.62
 SIDEWALK SOUTH
 S 206TH ST/S 208TH ST/34TH PL S
 AVERAGE - 0.60FC
 UNIFORMITY - 1.00
 SIDEWALK NORTH
 S 206TH ST/S 208TH ST/34TH PL S
 AVERAGE - 0.52FC
 UNIFORMITY - 1.73
 204TH ST - 34TH AV INTERSECTION
 AVERAGE - 1.03FC
 UNIFORMITY - 2.58



04/24/2011

GENERAL NOTES

- 1 X
- 2 X
- 3 X
- 4 X



Page 3 of 10

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TITLE: SR 509 I-5 TO 24TH AVENUE S NEW EXPRESSWAY ILLUMINATION PLAN			PROJECT NO.: SR 509 SHEET NO.: 15656242				

GCB 3563
 Exhibit A

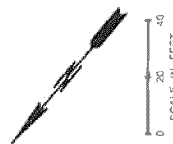
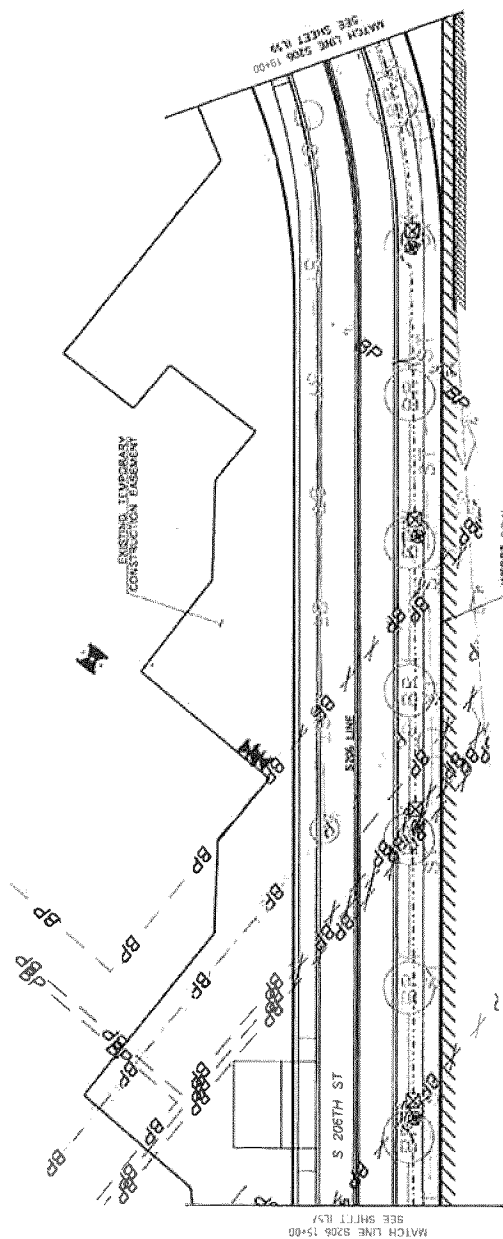
WASHINGTON STATE
 DEPARTMENT OF TRANSPORTATION
 ATKINSON / JACOBS

PRELIMINARY
 FOR CONSTRUCTION

PROJECT NO.: SR 509
 SHEET NO.: 15656242

GENERAL NOTES:

- 1. X
- 2. X
- 3. X
- 4. X



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Exhibit A

Page 4 of 10

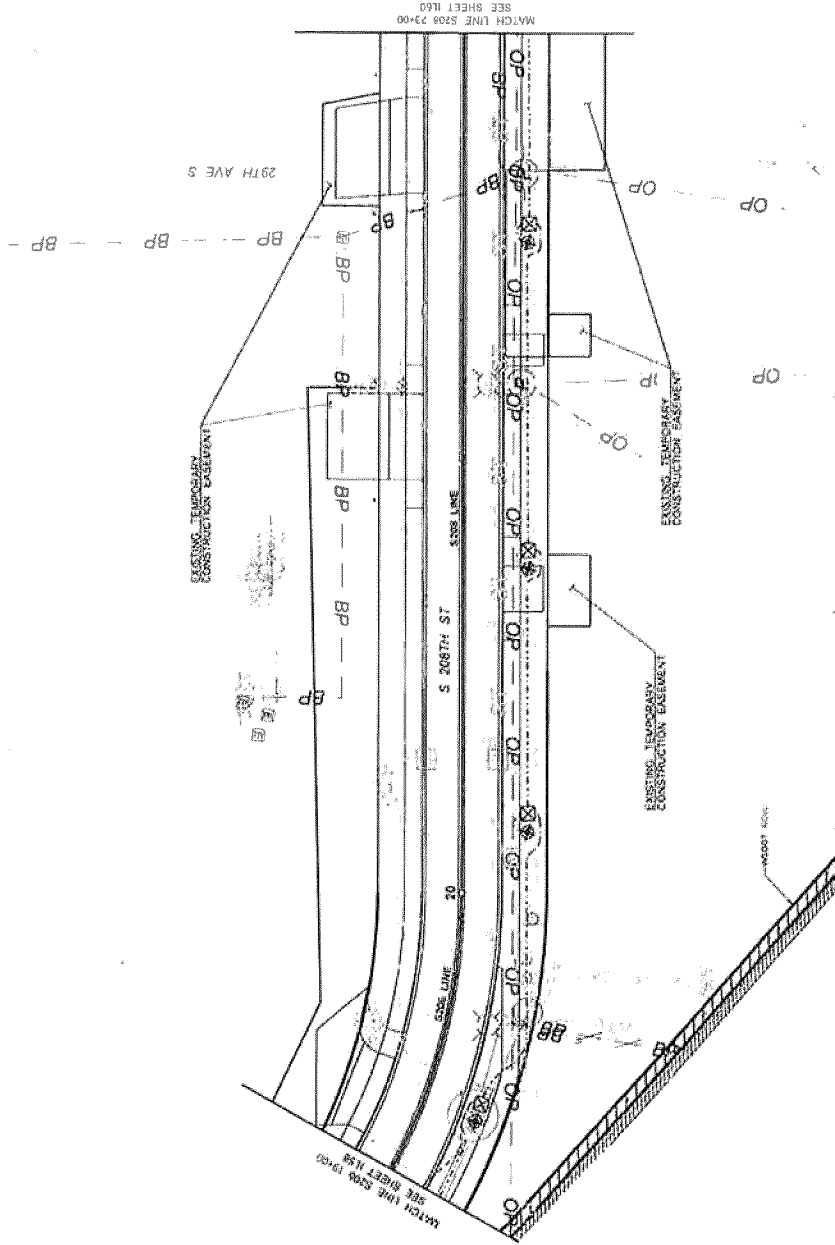
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DATE: 6/13/07	MAP TO:	WASHINGTON STATE Department of Transportation	PROJECT: SR
PLOTTED BY: T. TEAL	DR NUMBER:	ATKINSON/JACOBS	SHEET: 06
DESIGNED BY: T. TEAL	ISSUE NO:		SHEET: 06
CHECKED BY: BLANTON	CONTRACT NO:	CONSTRUCTION	ILLUMINATION PLAN
REGIONAL ADM. J. WHITE	REV A - PRELIMINARY REVIEW DATE:		



PRELIMINARY
FOR CONSTRUCTION

GENERAL NOTES:

- 1 X
- 2 X
- 3 X
- 4 X



GCB 3563

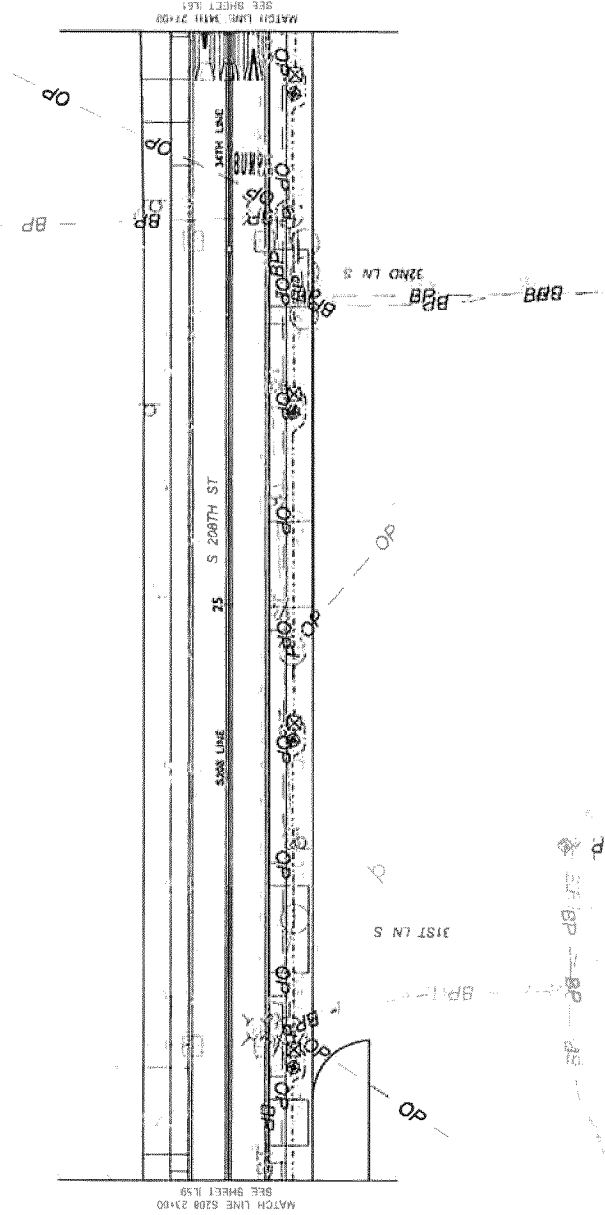
Exhibit A

Page 5 of 10

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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION ATKINSON / JACOBS CONSULTANTS		PRELIMINARY FOR CONSTRUCTION		

GENERAL NOTES:

- 1 X
- 2 X
- 3 X
- 4 X



GCB 3563

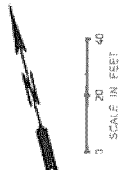
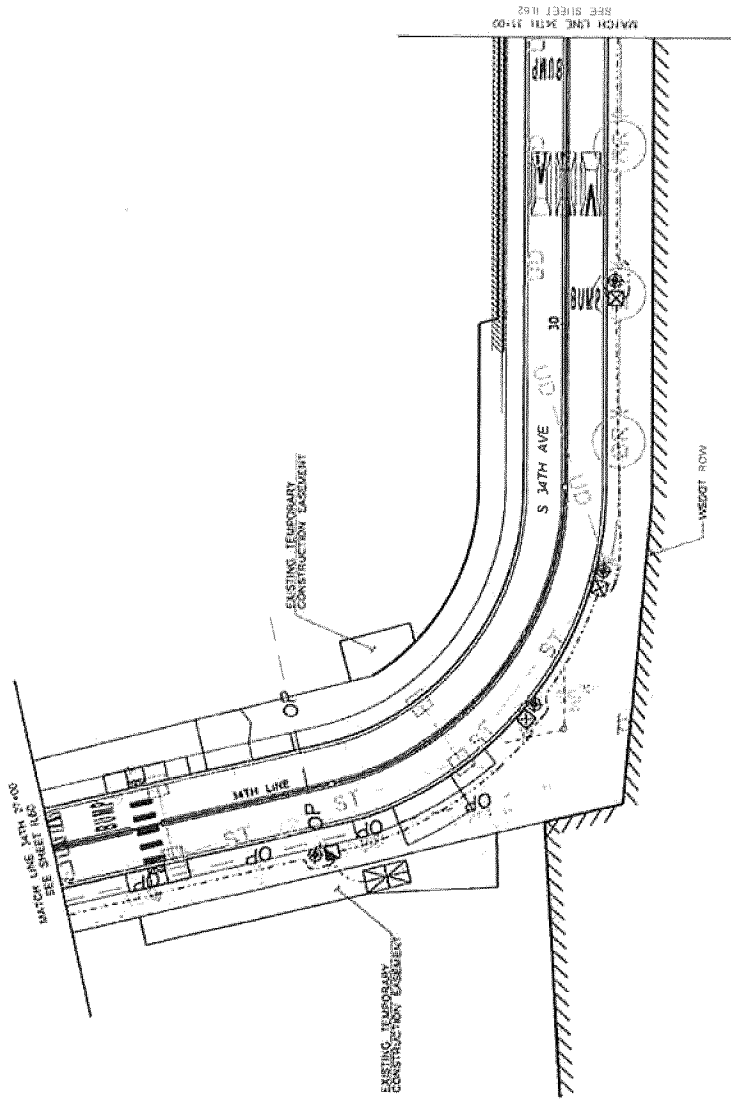
Exhibit A

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SR509 I-5 TO 24TH AVENUE S NEW EXPRESSWAY		Washington State Department of Transportation ATKINSON Jacobs STATE CONSULTANTS	SHEET NO.: 6 OF: 10 SHEETS
PRELIMINARY FOR CONSTRUCTION		ILLUMINATION PLAN	

GENERAL NOTES

- 1. X
- 2. X
- 3. X
- 4. X



GCB 3563

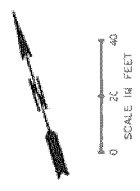
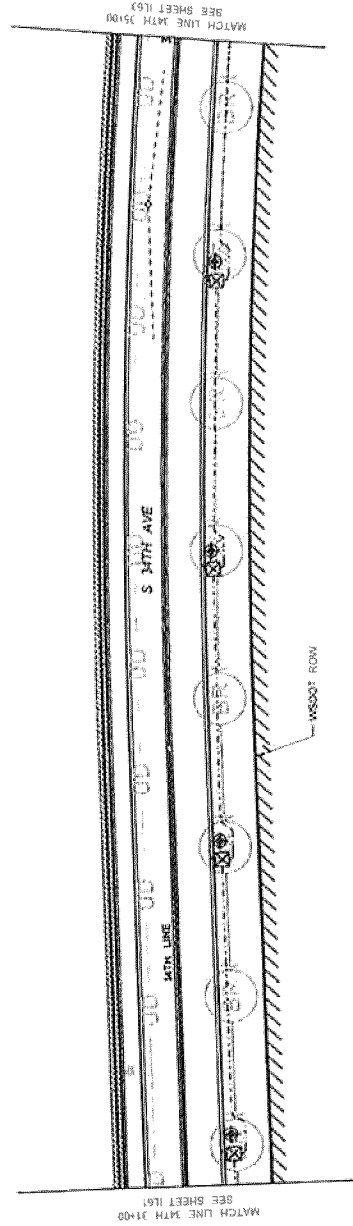
Exhibit A

Page 7 of 10

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GENERAL NOTES

- 1 X
- 2 X
- 3 X
- 4 X



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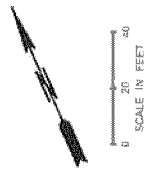
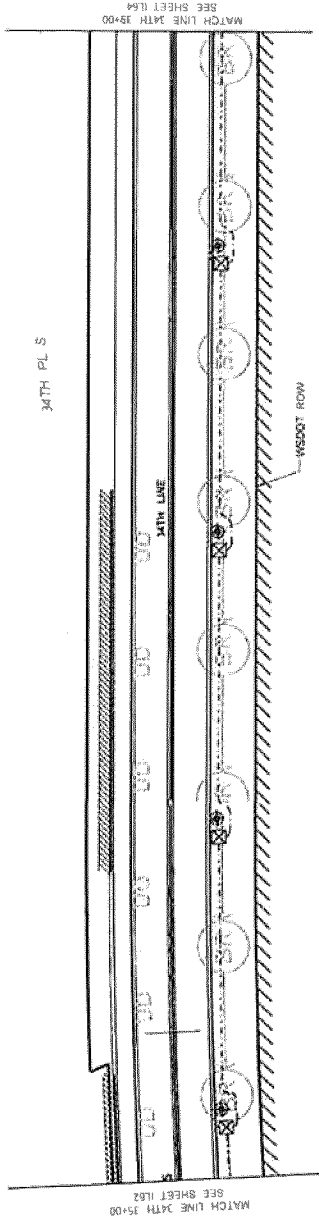
Exhibit A

Page 8 of 10

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PROJECT TITLE: I-5 TO 24TH AVENUE S NEW EXPRESSWAY DRAWING TITLE: ILLUMINATION PLAN		PROJECT NUMBER: 05424 SHEET NUMBER: 11 SHEET TOTAL: 11	
CLIENT: Washington State Department of Transportation CONSULTANT: ATKINSON / JACOBS		PROJECT TITLE: I-5 TO 24TH AVENUE S NEW EXPRESSWAY DRAWING TITLE: ILLUMINATION PLAN	

GENERAL NOTES:

- 1. X
- 2. K
- 3. X
- 4. X



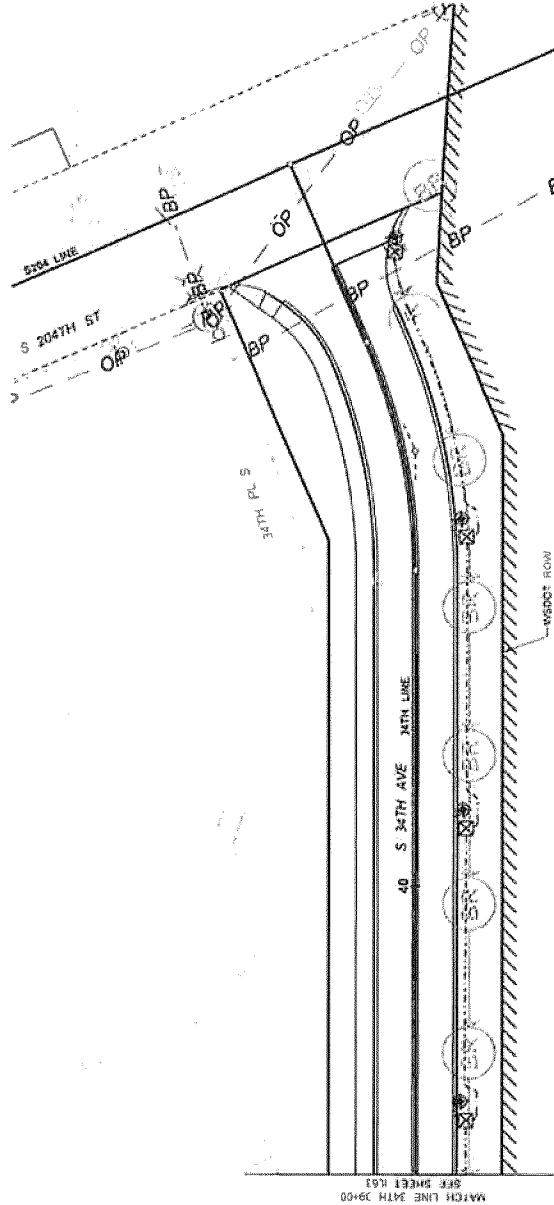
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Exhibit A
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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION ATKINSON / JACOBS CONSULTANTS		PRELIMINARY FOR CONSTRUCTION		

GENERAL NOTES:

- 1 X
- 2 X
- 3 X
- 4 X



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Exhibit A

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PRELIMINARY
FOR CONSTRUCTION

Washington State
Department of Transportation
ATKINSON / JACOBS

GCB 3563
Exhibit B
SeaTac 208th Street Connector Improvements -
Illumination WSDOT Proposed Estimated Costs

Item No.	Item Description	Cost
Construction (CN) (Current Year)		
1.0	Atkinson Extra Work Order Cost	\$491,996.47
	Note: These costs include all applicable mark ups.	
	Total Estimated Construction (Current Year)	\$ 491,996.47
Sales Tax		
2.0	Sales tax (10.1%)	\$ 49,691.64
	Total Estimated Fee	\$ 541,688.11
	TOTAL PROJECT COST	\$ 541,688.11

Project: SR 509, I-5 to 24th Avenue S. New Expressway Project

Work For: Upgraded Lighting Design on 208th, 206th, and 34th.

Work Description City of Seatac requested a new standard be used for the lighting which changed light style quantity.
Work duration increased by 9 days. (Increase of 7 days for traffic)

		QTY	UNIT	CRAFT-DATE	HOURS	RATE	AMOUNT
LABOR		9	HR	QA Civil Inspector	9.0	\$ 78.00	\$ 702.00
		8	HR	Electrical Inspector	8.0	\$ 108.00	\$ 864.00
		1	DAY	QA Truck	1.0	\$ 55.00	\$ 55.00
							\$ -
LABOR TOTALS					18.0		\$ 1,621.00
EQUIP & MAT'L							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
EQUIPMENT TOTALS							\$ -
SUBCONTRACTORS		1	LS	Lighting Premium		\$318,223.00	\$ 318,223.00
		14	HR	TCS ST	18	\$ 74.14	\$ 1,334.52
		112	HR	TCL/Flagger ST	112	\$ 70.02	\$ 7,842.24
		21	HR	TCL/Flagger OT	21.0	\$ 94.66	\$ 1,987.86
		56	HR	Pickup Truck	56.0	\$ 23.75	\$ 1,330.00
		7	DAY	Arrow Board	7.0	\$ 35.00	\$ 245.00
		7	DAY	PCMS	7.0	\$ 110.00	\$ 770.00
		8	HR	Survey - Single Robotic Crew	8.0	\$ 207.00	\$ 1,656.00
		1	LS	5% Escalation			\$ 1,369.79
		1	LS	Design		\$ 42,954.80	\$ 42,954.80
							\$ -
							\$ -
	SUBCONTRACT TOTALS						
		BILLING CALCULATIONS					
Subcontractor's Representative						Total Labor	1,621.00
Contractor's Representative						Equipment Total	
Owner's Representative						Subcontract Total	377,713.21
						SUBTOTAL	\$ 379,334.21
						Contingency	
						Prima Markup @ 20.7%	112,662.26
						TOTAL CHARGE	\$ 491,996.47

ACCOUNT NUMBER: _____